



Community First

National Bank • 501 Dakota Ave. • Box 878 • Wahpeton, North Dakota 58074-0878

(701) 642-5567

April 17, 2002

RECORDATION NO. 23959 FILED

APR 26 02

4-46 PM

Secretary
Surface Transportation Board
Room 2311
12th Street and Constitution Avenue NW
Washington, D.C. 20423

Re: Documents for Recordation

Dear Secretary:

I have enclosed an original, and one fully executed counterpart, of the document described below to be recorded pursuant to § 11301 of Title 49 of the U.S. Code.

This document is a Security Agreement, a primary document and is dated April 17, 2002. I request that the document be cross indexed.

The names and addresses of the parties to the document are as follows:

Debtor: Western Railroad Equipment Company
333 South 7th Street, Suite 1140
Minneapolis, MN 55402

Secured Party: Community First National Bank
PO Box 878
Wahpeton, ND 58074-0878

The equipment covered by the document consists of 58 covered hopper railroad cars, 78 airslide covered hopper railroad cars; 19 tank railroad cars and 100 box railroad cars which are more particularly described on Exhibit "A" accompanying this letter.

A fee of \$28 is enclosed. Please return the original and any extra copies not needed for recordation to Community First National Bank, N.A., ATTN: Rick Steckler, PO Box 878, Wahpeton, North Dakota 58074-0878.

EOE

COMMUNITY FIRST NATIONAL BANK

April 17, 2002

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A short summary of the document to appear in the index follows:

The document is a Security Agreement dated April 17, 2002, between Western Railroad Equipment Company, 333 South 7th Street, Suite 1140, Minneapolis, Minnesota 55402, as Debtor, and Community First National Bank, N.A., 501 Dakota Avenue, PO Box 878, Wahpeton, North Dakota 58074-0878, as Secured Party. The Security Agreement covers 58 covered hopper railroad cars all of which have an AAR mechanical designation of LO and an AAR Car Code of C113 and which are numbered PFMX 101 through PFMX 110 (inclusive), PFMX 2001 through PFMX 2009 (inclusive), PFMX 20010, and PFMX 20012 through PFMX 20049 (inclusive); 78 airslide covered hopper railroad cars each bearing AAR mechanical designation LO, AAR Car Code C414 and numbered WREX 1001 through WREX 1102 (inclusive) but excluding WREX 1008, 1027, 1029, 1042, 1044, 1048, 1049, and 1059 through 1075 (inclusive); 19 tank railroad cars each bearing AAR mechanical designation T, AAR Car Code T105 and numbered WREX 2001 through WREX 2019 (inclusive); and 100 box railroad cars each bearing AAR mechanical designation XP, AAR Car Code A402 and numbered WREX 3001 through WREX 3100 (inclusive).

Very truly yours,



Rick Steckler
President

RECORDATION NO. 23959 FILED
APR 26 02 4:46 PM

SECURITY AGREEMENT

Date: April 17, 2002

Debtor:	Western Railroad Equipment Company	Secured Party:	Community First National Bank, N.A
Address:	333 South 7 th Street, Suite 1140 Minneapolis, MN 55402	Address:	501 Dakota Avenue PO Box 878 Wahpeton, ND 58075

1. Security Interest. To secure the payment and performance of each and every debt, liability or obligation which Debtor may now or hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, absolute or contingent, due or to become due, primary or secondary, liquidated or unliquidated, recourse or non-recourse or joint, several or joint and several including, without limitation, those promissory notes referred to as the "Notes" described in that certain Loan Agreement (together with any subsequent amendments, modifications, substitutions or replacements thereof the "Loan Agreement"), of even date hereof, among the Debtor and Secured Party together with all renewals, extensions and modifications thereof (such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), the Debtor grants the Secured Party a security interest (the "Security Interest") in the following property (the "Collateral"):

the equipment described on Exhibit "A" attached hereto, together with all replacements, accessions, and substitutions of all or any part thereof,

and all products and proceeds of the foregoing property including, without limitation, all accounts, instruments, chattel paper, leases, other rights to payment, money, insurance proceeds and general intangibles relating to the foregoing property and all refunds of insurance premiums due or to become due under all insurance policies covering the foregoing property, and Debtor's rights under that certain Contingent Lease Agreement by and between the Debtor and Red River Valley & Western Railroad Company of approximate even date herewith as well as all amendments and replacements thereof.

2. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

a. The Debtor is a Minnesota corporation, and the address of the Debtor's chief executive office is shown at the beginning of this Agreement. The Debtor shall give the

Secured Party prior written notice of any change in such address or the Debtor's name. The Debtor has authority to execute and perform this Agreement.

b. The Debtor is the owner of the Collateral, or will be the owner of the Collateral hereafter acquired, free of all security interests, liens and encumbrances other than the Security Interest and any other security interest of the Secured Party. The Debtor shall not permit any security interest, lien or encumbrance, other than the Security Interest and any other security interest of the Secured Party, to attach to any Collateral without the prior written consent of the Secured Party. The Debtor shall defend the Collateral against the claims and demands of all persons other than the Secured Party, and shall promptly pay all taxes, assessments and other government charges upon or against the Debtor, any Collateral and the Security Interest. No financing statement or other public filing covering any Collateral is on file in any public office. If any Collateral is or will become a fixture, the Debtor, at the request of the Secured Party, shall furnish the Secured Party with a statement or statements executed by all persons who have or claim an interest in the real estate, in form acceptable to the Secured Party, which statement or statements shall provide that such persons consent to the Security Interest.

c. The Debtor shall not sell or otherwise dispose of any Collateral or any interest therein without the prior written consent of the Secured Party, except that, until the occurrence and continuance of any Event of Default or the revocation by the Secured Party of the Debtor's right to do so after the occurrence and during the continuance of an Event of Default, the Debtor may lease any Collateral constituting inventory in the ordinary course of business at prices constituting the fair market value thereof. For purposes of this Agreement, a transfer in partial or total satisfaction of a debt, obligation or liability shall not constitute a sale or lease in the ordinary course of business.

d. To the best knowledge of the Debtor, each account, instrument, chattel paper, other right to payment and general intangible constituting Collateral is, or will be when acquired, the valid, genuine and legally enforceable obligation of the account debtor or other obligor named therein or in the Debtor's records pertaining thereto as being obligated to pay such obligation, subject to no defense, setoff or counterclaim. After the occurrence and during the continuance of any Event of Default, the Debtor shall not, without the prior written consent of the Secured Party, agree to any material modification or amendment of any such obligation or agree to any subordination or cancellation of any such obligation.

e. The Debtor shall (i) keep all tangible Collateral in good condition and repair, normal depreciation and wear and tear excepted; (ii) from time to time replace any worn, broken or defective part thereof; (iii) promptly notify the Secured Party of any loss of or material damage to any Collateral or of any adverse change in the prospect of payment of any account, instrument, chattel paper, other right to payment or general intangible constituting Collateral; (iv) not permit any Collateral to be used or kept for any unlawful purpose or in violation of any federal, state or local law; (v) keep all tangible Collateral insured as required in the Loan Agreement; (vi) at the Debtor's chief executive office, keep accurate and

complete records pertaining to the Collateral and the Debtor's financial condition, business and property, as required in the Loan Agreement; (vii) at all reasonable times permit the Secured Party and its representatives to examine and inspect any Collateral, and to examine, inspect and copy of the Debtor's records pertaining to the Collateral and the Debtor's financial condition, business and property as required in the Loan Agreement; (viii) at the Secured Party's request, promptly execute, endorse and deliver such financing statements and other instruments, documents, chattel paper and writings and take such other actions deemed by the Secured Party to be necessary or desirable to establish, protect, perfect or enforce the Security Interest and the rights of the Secured Party under this Agreement and applicable law, and pay all costs of filing financing statements and other writings in all public offices where filing is deemed by the Secured Party to be reasonably necessary or desirable.

f. The Debtor will not change its name, articles of incorporation or bylaws, jurisdiction of organization, or business address without 60 days prior written notice to Secured Party which notice shall be sent in accordance with the terms and conditions of the Loan Agreement.

3. Collection Rights. At any time after an Event of Default, the Secured Party may, and at the request of the Secured Party the Debtor shall, promptly notify any account debtor or obligor of any account, instrument, chattel paper, other right to payment or general intangible constituting Collateral that the same has been assigned to the Secured Party and direct such account debtor or obligor to make all future payments to the Secured Party.

4. Limited Power of Attorney. If the Debtor at any time fails to perform or observe any agreement herein, the Secured Party, in the name and on behalf of the Debtor or, at its option, in its own name, may perform or observe such agreement and take any action which the Secured Party may deem necessary or desirable to cure or correct such failure. The Debtor irrevocably authorizes (until the Obligations are paid in full) the Secured Party and grants the Secured Party a limited power of attorney in the name and on behalf of the Debtor or, at its option, in its own name, after the occurrence and during the continuance of an Event of Default, to collect, receive, receipt for, create, prepare, complete, execute, endorse, deliver and file any and all financing statements, insurance applications, remittances, instruments, documents, chattel paper and other writings, to grant any extension to, compromise, settle, waive, notify, amend, adjust, change and release any obligation of any account debtor, obligor, insurer or other person pertaining to any Collateral, and to take any other action deemed by the Secured Party to be necessary or desirable to establish, perfect, protect or enforce the Security Interest. All of the Secured Party's advances, charges, costs and expenses, including without limitation reasonable attorneys' fees, in connection with the Obligations and in the protection and exercise of any rights or remedies hereunder, together with interest thereon at the highest rate then applicable to any of the Obligations, shall be secured hereunder and shall be paid by the Debtor to the Secured Party on demand.

5. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default": (a) any event of default, as defined in the Loan Agreement; or (b) any default of the terms of this Agreement.

6. Remedies. Upon the occurrence of any Event of Default and at any time thereafter, the Secured Party may exercise any one or more of the following rights and remedies: (a) declare all Obligations to be immediately due and payable; (b) require the Debtor to assemble all or any part of the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties; (c) in a commercially reasonable manner, exercise and enforce any and all rights and remedies available upon default under this Agreement, the Uniform Commercial Code, and other applicable agreements including, without limitation, the Term Loan Agreement and laws. If notice to the Debtor of any intended disposition of Collateral or other action is required, such notice shall be deemed reasonably and properly given if mailed by regular or certified mail, postage prepaid, to the Debtor at the address stated at the beginning of this Agreement or at the most recent address shown in the Secured Party's records, at least 10 days prior to the action described in such notice.

7. Miscellaneous. A carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement. This Agreement cannot be waived, modified, amended, abridged, supplemented, terminated or discharged and the Security Interest cannot be released or terminated, except by a writing duly executed by the Secured Party and the Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. No delay or failure to act shall preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly, concurrently or successively at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall not be a condition to or bar the exercise or enforcement of any other. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation, payment and performance of the Obligations. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. With respect to, and to the extent of, the Collateral, the Debtor hereby authorizes, ratifies and approves any financing statement filed by the Secured Party on, prior to or after the date of this Agreement. The Debtor will not amend any financing statements of the Secured Party except upon written consent and authorization of the Secured Party.

8. Other Agreements. This Agreement is given in connection with the Loan Agreement, which shall govern and control to the extent of any inconsistent or conflicting provisions with the terms and conditions of this Agreement.

9. Identification Numbers. The federal tax identification number of the Debtor is 41-1826844. The state organization identification number of the Debtor is 8Y-727.

By: Ed Robinson
Ed Robinson
Chief Financial Officer

By: *Rick Steckler*
Rick Steckler
Its President

[illegible]

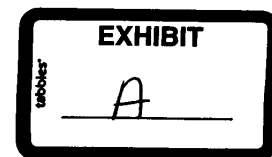
KATHY L CZICHOTZKI
Notary Public, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 11, 2005

[illegible]

KATHY L CZICHOTZKI
Notary Public, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES: 11/11/2005

 , Notary Public
 State of North Dakota
 My commission expires: 8-11-05

car number	car type	AAR car		Mechanical Designation
		code code	date built	
PFMX	101 cov.hopper	C113	1979	LO
PFMX	102 cov.hopper	C113	1979	LO
PFMX	103 cov.hopper	C113	1979	LO
PFMX	104 cov.hopper	C113	1979	LO
PFMX	105 cov.hopper	C113	1979	LO
PFMX	106 cov.hopper	C113	1979	LO
PFMX	107 cov.hopper	C113	1979	LO
PFMX	108 cov.hopper	C113	1979	LO
PFMX	109 cov.hopper	C113	1979	LO
PFMX	110 cov.hopper	C113	1979	LO
PFMX	2001 cov.hopper	C113	1979	LO
PFMX	2002 cov.hopper	C113	1979	LO
PFMX	2003 cov.hopper	C113	1979	LO
PFMX	2004 cov.hopper	C113	1979	LO
PFMX	2005 cov.hopper	C113	1979	LO
PFMX	2006 cov.hopper	C113	1979	LO
PFMX	2007 cov.hopper	C113	1979	LO
PFMX	2008 cov.hopper	C113	1979	LO
PFMX	2009 cov.hopper	C113	1979	LO
PFMX	20010 cov.hopper	C113	1979	LO
PFMX	20012 cov.hopper	C113	1979	LO
PFMX	20013 cov.hopper	C113	1979	LO
PFMX	20014 cov.hopper	C113	1979	LO
PFMX	20015 cov.hopper	C113	1979	LO
PFMX	20016 cov.hopper	C113	1979	LO
PFMX	20017 cov.hopper	C113	1979	LO
PFMX	20018 cov.hopper	C113	1979	LO
PFMX	20019 cov.hopper	C113	1979	LO
PFMX	20020 cov.hopper	C113	1979	LO
PFMX	20021 cov.hopper	C113	1979	LO
PFMX	20022 cov.hopper	C113	1979	LO
PFMX	20023 cov.hopper	C113	1979	LO
PFMX	20024 cov.hopper	C113	1979	LO
PFMX	20025 cov.hopper	C113	1979	LO
PFMX	20026 cov.hopper	C113	1979	LO
PFMX	20027 cov.hopper	C113	1979	LO
PFMX	20028 cov.hopper	C113	1979	LO
PFMX	20029 cov.hopper	C113	1979	LO
PFMX	20030 cov.hopper	C113	1979	LO
PFMX	20031 cov.hopper	C113	1979	LO
PFMX	20032 cov.hopper	C113	1979	LO
PFMX	20033 cov.hopper	C113	1979	LO
PFMX	20034 cov.hopper	C113	1979	LO
PFMX	20035 cov.hopper	C113	1979	LO
PFMX	20036 cov.hopper	C113	1979	LO
PFMX	20037 cov.hopper	C113	1979	LO
PFMX	20038 cov.hopper	C113	1979	LO



PFMX	20039 cov.hopper	C113	1979 LO
PFMX	20040 cov.hopper	C113	1979 LO
PFMX	20041 cov.hopper	C113	1979 LO
PFMX	20042 cov.hopper	C113	1979 LO
PFMX	20043 cov.hopper	C113	1979 LO
PFMX	20044 cov.hopper	C113	1979 LO
PFMX	20045 cov.hopper	C113	1979 LO
PFMX	20046 cov.hopper	C113	1979 LO
PFMX	20047 cov.hopper	C113	1979 LO
PFMX	20048 cov.hopper	C113	1979 LO
PFMX	20049 cov.hopper	C113	1979 LO
WREX	1001 Uniflo	C414	1974 LO
WREX	1002 Uniflo	C414	1974 LO
WREX	1003 Uniflo	C414	1974 LO
WREX	1004 Uniflo	C414	1974 LO
WREX	1005 Uniflo	C414	1974 LO
WREX	1006 Uniflo	C414	1974 LO
WREX	1007 Uniflo	C414	1975 LO
WREX	1009 Uniflo	C414	1975 LO
WREX	1010 Uniflo	C414	1974 LO
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WREX	1012 Uniflo	C414	1975 LO
WREX	1013 Uniflo	C414	1975 LO
WREX	1014 Uniflo	C414	1974 LO
WREX	1015 Uniflo	C414	1974 LO
WREX	1016 Uniflo	C414	1974 LO
WREX	1017 Uniflo	C414	1974 LO
WREX	1018 Uniflo	C414	1971 LO
WREX	1019 Uniflo	C414	1971 LO
WREX	1020 Uniflo	C414	1971 LO
WREX	1021 Uniflo	C414	1974 LO
WREX	1022 Uniflo	C414	1974 LO
WREX	1023 Uniflo	C414	1974 LO
WREX	1024 Uniflo	C414	1974 LO
WREX	1025 Uniflo	C414	1974 LO
WREX	1026 Uniflo	C414	1974 LO
WREX	1028 Uniflo	C414	1974 LO
WREX	1030 Uniflo	C414	1974 LO
WREX	1031 Uniflo	C414	1974 LO
WREX	1032 Uniflo	C414	1974 LO
WREX	1033 Uniflo	C414	1974 LO
WREX	1034 Uniflo	C414	1971 LO
WREX	1035 Uniflo	C414	1974 LO
WREX	1036 Uniflo	C414	1974 LO
WREX	1037 Uniflo	C414	1974 LO
WREX	1038 Uniflo	C414	1974 LO
WREX	1039 Uniflo	C414	1974 LO
WREX	1040 Uniflo	C414	1974 LO
WREX	1041 Uniflo	C414	1974 LO
WREX	1043 Uniflo	C414	1971 LO

WREX	1045 Uniflo	C414	1974 LO
WREX	1046 Uniflo	C414	1974 LO
WREX	1047 Uniflo	C414	1971 LO
WREX	1050 Uniflo	C414	1971 LO
WREX	1051 Uniflo	C414	1971 LO
WREX	1052 Uniflo	C414	1971 LO
WREX	1053 Uniflo	C414	1971 LO
WREX	1054 Uniflo	C414	1971 LO
WREX	1055 Uniflo	C414	1971 LO
WREX	1056 Uniflo	C414	1971 LO
WREX	1057 Uniflo	C414	1971 LO
WREX	1058 Uniflo	C414	1971 LO
WREX	1076 Uniflo	C414	1971 LO
WREX	1077 Uniflo	C414	1971 LO
WREX	1078 Uniflo	C414	1971 LO
WREX	1079 Uniflo	C414	1971 LO
WREX	1080 Uniflo	C414	1971 LO
WREX	1081 Uniflo	C414	1971 LO
WREX	1082 Uniflo	C414	1971 LO
WREX	1083 Uniflo	C414	1971 LO
WREX	1084 Uniflo	C414	1971 LO
WREX	1085 Uniflo	C414	1971 LO
WREX	1086 Uniflo	C414	1971 LO
WREX	1087 Uniflo	C414	1974 LO
WREX	1088 Uniflo	C414	1975 LO
WREX	1089 Uniflo	C414	1974 LO
WREX	1090 Uniflo	C414	1974 LO

WREX	2001 tank	T105	1/1/1978 T
WREX	2002 tank	T105	1/1/1978 T
WREX	2003 tank	T105	1/1/1978 T
WREX	2004 tank	T105	1/1/1978 T
WREX	2005 tank	T105	1/1/1978 T
WREX	2006 tank	T105	1/1/1978 T
WREX	2007 tank	T105	1/1/1978 T
WREX	2008 tank	T105	1/1/1978 T
WREX	2009 tank	T105	1/1/1978 T
WREX	2012 tank	T105	1/1/1978 T
WREX	2013 tank	T105	1/1/1978 T
WREX	2014 tank	T105	1/1/1978 T

1 CONT. IN REGULAR ORDER TO: MIKE THOMAS

Date: 9/10/2006 Time: 4:59:16 PM

WREX	2017 tank	T105	1/1/1978 T
WREX	2018 tank	T105	1/1/1978 T
WREX	2015 tank	T105	1/1/1978 T
WREX	2010 tank	T105	1/1/1978 T
WREX	2011 tank	T105	1/1/1978 T
WREX	2016 tank	T105	1/1/1978 T
WREX	2019 tank		
	3001 box	A402	1/1/1976 XP
WREX	3002 box	A402	1/1/1976 XP
WREX	3003 box	A402	1/1/1976 XP
WREX	3004 box	A402	1/1/1976 XP
WREX	3005 box	A402	1/1/1976 XP
WREX	3006 box	A402	1/1/1976 XP
WREX	3007 box	A402	1/1/1976 XP
WREX	3008 box	A402	1/1/1976 XP
WREX	3009 box	A402	1/1/1976 XP
WREX	3010 box	A402	1/1/1976 XP
WREX	3011 box	A402	1/1/1976 XP
WREX	3012 box	A402	1/1/1976 XP
WREX	3013 box	A402	1/1/1976 XP
WREX	3014 box	A402	1/1/1976 XP
WREX	3015 box	A402	1/1/1976 XP
WREX	3016 box	A402	1/1/1976 XP
WREX	3017 box	A402	1/1/1976 XP
WREX	3018 box	A402	1/1/1976 XP
WREX	3019 box	A402	1/1/1976 XP
WREX	3020 box	A402	1/1/1976 XP
WREX	3021 box	A402	1/1/1976 XP
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WREX	3023 box	A402	1/1/1976 XP
WREX	3024 box	A402	1/1/1976 XP
WREX	3025 box	A402	1/1/1976 XP
WREX	3026 box	A402	1/1/1976 XP
WREX	3027 box	A402	1/1/1976 XP
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WREX	3033 box	A402	1/1/1976 XP
WREX	3034 box	A402	1/1/1976 XP
WREX	3035 box	A402	1/1/1976 XP
WREX	3036 box	A402	1/1/1976 XP
WREX	3037 box	A402	1/1/1976 XP
WREX	3038 box	A402	1/1/1976 XP
WREX	3039 box	A402	1/1/1976 XP
WREX	3040 box	A402	1/1/1976 XP
WREX	3041 box	A402	1/1/1976 XP
WREX	3042 box	A402	1/1/1976 XP
WREX	3043 box	A402	1/1/1976 XP
WREX	3044 box		

From: K McGuire 0123110001 To: Mike Thomas

DATE: 7/10/2004 TIME: 2:09:12 PM

	3045 box	A402	1/1/1976 XP
WREX	3046 box	A402	1/1/1976 XP
WREX	3047 box	A402	1/1/1976 XP
WREX	3048 box	A402	1/1/1976 XP
WREX	3049 box	A402	1/1/1976 XP
WREX	3050 box	A402	1/1/1976 XP
WREX	3051 box	A402	1/1/1976 XP
WREX	3052 box	A402	1/1/1976 XP
WREX	3053 box	A402	1/1/1976 XP
WREX	3054 box	A402	1/1/1976 XP
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WREX	3057 box	A402	1/1/1976 XP
WREX	3058 box	A402	1/1/1976 XP
WREX	3059 box	A402	1/1/1976 XP
WREX	3060 box	A402	1/1/1976 XP
WREX	3061 box	A402	1/1/1976 XP
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WREX	3085 box	A402	1/1/1976 XP
WREX	3086 box	A402	1/1/1976 XP
WREX	3087 box	A402	1/1/1976 XP
WREX	3088 box	A402	1/1/1976 XP
WREX	3089 box	A402	1/1/1976 XP
WREX	3090 box	A402	1/1/1976 XP
WREX	3091 box	A402	1/1/1976 XP
WREX	3092 box	A402	1/1/1976 XP
WREX	3093 box	A402	1/1/1976 XP
WREX	3094 box	A402	1/1/1976 XP
WREX	3095 box	A402	1/1/1976 XP
WREX	3096 box	A402	1/1/1976 XP

WREX	3097 box	A402	1/1/1976 XP
WREX	3098 box	A402	1/1/1976 XP
WREX	3099 box	A402	1/1/1976 XP
WREX	3100 box	A402	1/1/1976 XP